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GOVERNMENT GAZETTE

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Government Press

Notice

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GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Notification

OSD/RRVS/45/67

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of External Affairs letter no. F.7(11)/62-Goa dated the 25th July 1963. the Administrator of Goa, Daman and Diu is pleased to make the following rules relating to the recruitment to the Ministerial and non-ministerial, non-gazetted, posts in the Jails Department under the Government of Goa, Daman and Diu.

1. **Short title.** — These rules may be called The Goa Government Jails Department (ministerial and non-ministerial non-gazetted) posts Recruitment Rules, 1968.

2. **Application.** — These rules shall apply to the posts specified in column 1 of the Schedule to these rules.

3. **Number, classification and scale of pay.** — The number of posts, classification of the said posts and

the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and other qualifications.** — The method of recruitment to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the aforesaid Schedule.

Provided that,

- (a) the maximum age limit specified in the Schedule in respect of direct recruitment may be relaxed in the case of candidates belonging to the Scheduled Castes and Scheduled Tribes and other special categories in accordance with the orders issued by the Government from time to time; and
- (b) no male candidate, who has more than one wife living and no female candidate, who has married a person having already a wife living, shall be eligible for appointment, unless the Government, after having been satisfied that there are special grounds for doing so, exempts any such candidate from the operation of this rule.

5. These rules will come into effect from the date of the Notification and will relate to appointments to the various posts made on or after this date. An appointment made prior to this date through a duly constituted Staff Selection Board/Departmental Promotion Committee will be deemed to be a regular appointment, notwithstanding any provisions contained in these rules, and the probation period in that case will extend to six months only from the date of this notification.

G. K. Bhanot
Chief Secretary

Panjim, 13th February, 1968.

SCHEDULE

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of the post	No. of posts	Classification	Scale of Pay	Whether Selection Post or non-Selection Post.	Age for direct recruits	Educational and other qualification required for direct recruits	Whether age and educational qualifications prescribed for the direct recruitments will apply in the case of promotees	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion/transfer and percentages to be filled by various methods	In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made	If a DPC exists, what is its composition making recruitment	Circumstances in which U. P. S. C. is to be consulted in its composition making recruitment
Superintendent	One	Class III (Non-Gazetted Ministerial)	Rs. 350-20-450-25-475	Selection	35 years	Law Graduate. <i>Desirable:</i> Diploma in Social Welfare of Criminology.	N. A.	Two years	Direct Recruitment	N. A.	N. A.	As required under the rules.
Electrician	One	Class III (Non-Gazetted Non-Ministerial)	Rs. 125-3-131-4-155	Do	25 to 30 years	1. 8th Class in English or equivalent. 2. Wireman Examination Certificate. 3. Minimum 2 years practical experience. 4. Must be able to maintain and repair a power generator. (Qualification and experience relaxable to candidates otherwise well qualified).	N. A.	Do	Do	N. A.	N. A.	Do
Male Nurse	One	Do	Rs. 150-5-175-6-205-EB-7-240-8-256-EB-8-280	Do	Do	1. Matriculation or equivalent. 2. Knowledge of Local Language essential. 3. Certificate in nursing from recognised University. 4. Experience in Medical College or rural Health Centre or in Hospital (of 2 years).	N. A.	Do	Direct Recruitment or by Transfer	Transfer: A Male nurse from Directorate of Health Services.	N. A.	Do

Notification

OSD/RRVS/27/66

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with Government of India Ministry of External Affairs letter No. F.7(11)/62-Goa dated 25th July 1963 the Administrator of Goa, Daman and Diu is pleased to make the following amendment to the Goa Government Accountants (non-ministerial non-gazetted) posts Recruitment Rules, 1966 published under Notification dated 29th October, 1966 in the Government Gazette No. 36 Series I dated 9th December 1966.

AMENDMENT

In the schedule attached to the said Notification in column 11 for the existing entry *Substitute*—

“Promotion”:—

(i) Upper Division Clerk of the Departments with at least two years experience as Accounts Clerk and Treasurers Grade III with two years service in the grade. However, Upper Division Clerks with 2 years experience of Accounts Work will be eligible for the first promotion after the framing of these rules.

(ii) Treasurers Grade II

Transfer/Deputation:

A suitable official holding analogous post in the Central/State Government.

Note:—Candidates both direct and promotees *other than Treasurers Grade II* will be deemed to have completed satisfactorily, the period of probation only after they have passed the Departmental Accounts Examination.

G. K. Bhanot

Chief Secretary

Panaji, 17th February, 1968.

28th Magha, 1889.

Home Department 'C'

Notification

HD/33/19866-67/C

In exercise of the powers conferred by Section 46 of the Goa, Daman and Diu Administration of Evacuee Property Act, 1964, the Government of Goa, Daman and Diu hereby makes the following amendment to rule 3 of the Goa, Daman and Diu Administration of Evacuee Property Rules, 1965, namely:

In rule 3, the words «or as an officer in the Central or any State Government, having experience of rehabilitation work for at least five years» shall be deleted.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. B. Deshpande, Under Secretary, Home Department.

Panaji, 11th March, 1968.

Finance (Control) Department

Notification

Fin(Control)/13-9/65-Part II

The Speaker and Deputy Speaker (Advances for Motor Cars) Rules, 1967

In exercise of the powers conferred by section 6, read with section 3, of the Goa, Daman and Diu Salaries and Allowances of the Speaker and Deputy Speaker Act, 1964 (No. 4 of 1965) the Government of Goa, Daman and Diu hereby makes the following rules, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Goa, Daman and Diu Speaker and Deputy Speaker (Advances for Motor cars) Rules, 1967.

(2) They shall be deemed to have come into force on from the date of issue.

2. **Maximum amount of advance.**—The maximum amount which may be advanced to Speaker or Deputy Speaker for the purchase of a motor car shall not exceed rupees ten thousand or the actual price of the motor car which is intended to be purchased, whichever is less.

3. **Repayment of advance.**—(1) (a) Recovery of the advance granted under rule 2, together with interest thereon, shall be made from the salary bill of the Speaker or Deputy Speaker concerned is not more than fifty equal monthly instalments. (b) The Government may, however, permit recovery to be made in a smaller number of instalments if the Speaker or Deputy Speaker receiving the advance so desires. (c) The deduction shall commence with the first issue of salary after the advance is drawn. (d) Simple interest at the rate fixed by the Government for the purpose of purchase of conveyances by Government servants, shall be charged on the advance.

Explanation: The amount of the advance to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance including any fraction of a rupee shall be recovered.

(2) In case the Speaker or Deputy Speaker relinquishes office before the advance is fully repaid, the outstanding balance together with interest thereon shall be paid to Government immediately in one lump sum.

4. **Sale of motor car.**—(1) (a) Except when the Speaker or Deputy Speaker relinquished his office, previous sanction of the Government shall be obtained for the sale by the Speaker or Deputy Speaker of the motor car purchased with the aid of an advance, if such advance together with the interest accrued thereon has not been fully repaid.

(b) If the Speaker wishes to transfer the motor car and the liability attaching thereto to the Deputy Speaker or *vice versa*, he may be permitted under the orders of the Government to transfer the liability attaching to the motor car to the Deputy Speaker or the Speaker, as the case may be, provided that the purchasing Deputy Speaker or Speaker records a declaration that he is aware that the motor car trans-

ferred to him remains subject to the mortgage bond and that he is bound by its terms and provisions.

(2) In all cases where a motor car is sold before the advance with interest thereon has been fully repaid, the sale proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance:

Provided that when the motor car is sold only in order that another motor car may be purchased, the Government may permit the Speaker or Deputy Speaker to apply the sale proceeds towards such purchase, subject to the following conditions namely:—

(a) the amount outstanding shall not be permitted to exceed the cost of the new car;

(b) the amount outstanding shall continue to be repaid at the rate previously fixed; and

(c) the new car shall be insured and mortgaged to Government.

5. Period within which negotiations for purchase of car may be completed.—(1) The Speaker or Deputy Speaker who draws an advance for the purchase of a motor car, shall complete negotiations for the purchase of, and make final payment for the motor car, within one month of the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, will be refunded to the Government.

(2) The period of one month referred to in sub-rule (1), for completion of the deal may, however, be relaxed by the Government in individual cases.

(3) An advance will not be admissible when a motor car has already been purchased and paid for in full.

(4) In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the Speaker or Deputy Speaker.

6. Execution of agreement.—(1) At the time of drawing the advance, the Speaker or Deputy Speaker will be required to execute an agreement in Form I appended to these rules and, on completing the purchase, he will further be required to execute a mortgage bond in Form II appended to these rules hypothecating the motor car to the Government as security for the advance.

(2) The cost price of the motor car shall be entered in the schedule of specifications attached to the mortgage bond.

7. Certificate to the Accounts Officer.—(1) When an advance is drawn, the sanctioning authority shall furnish to the Accounts Officer a certificate that the agreement in the said Form I has been signed by the Speaker or Deputy Speaker drawing the advance and that it has been found to be in order.

(2) The sanctioning authority shall see that the motor car is purchased within one month from the date on which the advance is drawn or such period as may have been specifically allowed in individual cases, by the Government for completion of the deal under rule 6, and shall submit every mortgage bond promptly to the Accounts Officer for examination before final record.

8. Safe custody and cancellation of mortgage bond.—(1) The mortgage bond shall be kept in the safe custody of the sanctioning authority.

(2) When the advance together with the interest thereon has been fully repaid, the bond shall be returned to the Speaker or Deputy Speaker concerned duly cancelled after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and interest.

9. Insurance of motor-car.—(1) The motor car purchased from the advance shall be fully insured with the Life Insurance Corporation against loss by fire, theft or accident.

(2) The insurance policy shall contain a clause (as in Form III appended to these rules) by which the Life Insurance Corporation agrees to pay to the Government, instead of the owner, any sums payable in respect of loss or damage to the motor car which is not made good by repair, reinstatement or replacement.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. S. Srinivasagopalan, Dy. Secretary (Finance).
Panaji, 5th March, 1968.

FORM I

(See rule 6)

Form of agreement to be executed at the time of drawing an advance for the purchase of a motor-car

An agreement made this ... day of ... one thousand nine hundred and ... between Shri ... Speaker/Deputy Speaker of the Union territory of Goa, Daman and Diu. (hereinafter called the Borrower, which expression shall include his legal representatives and assigns) of the one part and the President of India (hereinafter called the Government) of the other part.

Whereas the Borrower has under the Goa, Daman and Diu Speakers and Deputy Speakers (Advances for Motor cars) Rules, 1967 applied to the Government for a loan of Rs. ... (Rupees ... only) for the purchase of a motor car and the Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

2. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. ... (Rupees ... on'y) paid by the Government to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Government.

(1) to pay the Government the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided for by the said rules and hereby authorises the Government to make such deductions;

(2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan, to repay the difference to the Government forthwith; and

(3) to execute a document hypothecating the said motor car to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rule.

And it is hereby lastly agreed and declared that if the motor car is not purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or relinquishes his office or otherwise ceases to be a Speaker/Deputy Speaker or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said Shri ... in the presence of ...

FORM II

(See rule 6)

Form of mortgage bond for motor vehicle advance

This indenture made this ... day of ... one thousand nine hundred and ... between ... (hereinafter called «the Borrower», which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the President of India (hereinafter called «the Government», which expression shall include his successors and assigns) of the other part.

Whereas the Borrower has applied for and has been granted an advance of Rupees ... to purchase a Motor Vehicle on the terms of the Goa, Daman and Diu Speaker/Deputy Speaker (Advances for Motor-cars) Rules, 1967 (hereinafter referred to as «the said Rules») and whereas one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Motor Vehicle to the President as security for the amount lent to the Borrower and whereas the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor Vehicle particulars thereof are set out in the Schedule hereunder written:

Now this indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the President the sum of Rupees ... (Rupees ... only) aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rupees ... (Rupees ... only) each on the first day of every month and will pay interest on the sum for the time being remaining due and owing, calculated according to the said rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Government the Motor Vehicle the particulars whereof are set out in the Schedule hereunder written by way of security for the said advance and the interest thereon as required by the said rules;

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the President in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor Vehicle:

Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquish his office or otherwise cease to be a Speaker/Deputy Speaker or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree of judgment against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable;

And it is hereby agreed and declared that the President may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may, out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representatives:

Provided further that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the President, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle being sold the amount by which the net sale proceeds fall short of the amount owing;

And the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the President,

he, the Borrower will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Accounts Officer concerned and will produce evidence to the satisfaction of the Accounts Officer that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the President is interested in the Policy and that the said Policy shall contain a clause as in Form III appended to the Goa, Daman and Diu Speaker/Deputy Speaker (Advances for Motor cars) Rules, 1967.

And the Borrower hereby agrees that he will not permit or suffer the said vehicle to be destroyed or injured or to deteriorate in a great degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor Vehicle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle

Maker's Name
Description
No. of cylinders
Engine number
Chassis number
Cost Price

In witness whereof the said (Borrower's name) and for and on behalf of the President have hereunto set their respective hands the day and year first above written.

Signed by the said in the present of

1. ...

2. ...

(Signature of Witnesses)

(Signature and designation of the Borrower)

Signed by (name and designation)

for and on behalf of the President of India in the presence of

1. ...

2. ...

(Signature of Witnesses)

(Signature and designation of the Officer)

Name and designation of the Borrower

FORM III

(See rule 9)

Form of the clause to be inserted in Insurance Policies

It is hereby declared and agreed that Shri ... (the owner of the Motor car hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the Car to the President of India hereinafter called the «Government», as security for advances for the purchase of Motor Car and it is further declared and agreed that the said Government are interested in moneys which but for this endorsement would be payable to the said Shri ... (the insured under his policy) in respect of the loss or damage to the said Motor Car (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Government as long as they are the mortgages of the Motor Car and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

Notification

Fin(Control)/13-9/65-Part II

The Ministers (Advances for Motor Cars) Rules, 1967

In exercise of the powers conferred by section 6 of the Goa, Daman and Diu Salaries and Allowances of Ministers Act, 1964 (No. 3 of 1965) the Government of Goa, Daman and Diu hereby makes the following rules, namely:—

1. **Short title and commencement.**— (1) These rules may be called the Goa, Daman and Diu Ministers (Advances for Motor cars) Rules, 1967.

(2) They shall be deemed to have come into force on from the date of issue.

2. **Maximum amount of advance.**— The maximum amount which may be advanced to a Minister for the purchase of a motor car shall not exceed rupees ten thousand or the actual price of the motor car which is intended to be purchased, whichever is less.

3. **Repayment of advance.**— (1) (a) Recovery of the advance granted under rule 2, together with interest thereon, shall be made from the salary bill of the Minister concerned in not more than fifty equal monthly instalments. (b) The Government may, however, permit recovery to be made in a smaller number of instalments if the Minister receiving the advance so desires. (c) The deduction shall commence with the first issue of salary after the advance is drawn. (d) Simple interest at the rate fixed by the Government for the purpose of purchase of conveyances by Government servants, shall be charged on the advance.

Explanation: The amount of the advance to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance including any fraction of a rupee shall be recovered.

(2) In case a Minister relinquishes office before the advance is fully repaid, the outstanding balance together with interest thereon shall be paid to Government immediately in one lump sum.

4. **Sale of motor car.**— (1) (a) Except when a Minister relinquishes his office, previous sanction of the Government shall be obtained for the sale by the Minister of the motor car purchased with the aid of an advance, if such advance together with the interest accrued thereon has not been fully repaid.

(b) If a Minister wishes to transfer the motor car and the liability attaching thereto to another Minister, he may be permitted to do so under the orders of the Government, provided that the purchasing Minister records a declaration that he is aware that the motor car transferred to him remains subject to the mortgage bond and that he is bound by the terms and provisions of the mortgage bond.

(2) In all cases where a motor car is sold before the advance with interest thereon has been fully repaid, the sale-proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance:

Provided that when the motor car is sold only in order that another motor car may be purchased, the Government may permit the Minister to apply

the sale proceeds towards such purchase, subject to the following conditions namely:—

(a) the amount outstanding shall not be permitted to exceed the cost of the new car;

(b) the amount outstanding continue to be repaid at the rate previously fixed; and

(c) the new car shall be insured and mortgaged to Government.

5. **Period within which negotiations for purchase of car may be completed.**— (1) A Minister who draws an advance for the purchase of a motor car shall complete negotiations for the purchase of, and make final payment for, the motor-car, within one month of the date on which he draws the advance; failing such completion and payment, and full amount of the advance drawn with interest thereon for one month, shall be refunded to the Government.

(2) The period of one month referred to in sub-rule (1) for completion of the deal may, however, be relaxed by the Government in individual cases.

(3) An advance will not be admissible when a motor-car has already been purchased and paid for in full.

(4) In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the Minister.

6. **Execution of agreement.**— (1) At the time of drawing the advance, the Minister shall execute an agreement in Form I appended to these rules and, on completing the purchase, he shall further execute a mortgage bond in Form II appended to these rules hypothecating the motor-car to the Government as security for the advance.

(2) The cost price of the motor-car shall be entered in the schedule of specifications attached to the mortgage bond.

7. **Certificate to the Accounts Officer.**— (1) When an advance is drawn, the sanctioning authority shall furnish to the Accounts Officer a certificate that the agreement in the said Form I has been signed by the Minister drawing the advance and that it has been found to be in order.

(2) The sanctioning authority shall see that the motor car is purchased within one month from the date on which the advance is drawn or such period as may have been specifically allowed in individual cases, by the Government for completion of the deal under rule 6, and shall submit every mortgage bond promptly to the Accounts Officer for examination before final record.

8. **Safe custody and cancellation of mortgage bond.**— (1) The mortgage bond shall be kept in the safe custody of the sanctioning authority.

(2) When the advance together with the interest thereon has been fully repaid, the bond shall be returned to the Minister concerned duly cancelled after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and interest.

9. **Insurance of motor car.**— (1) The motor car purchased from the advance shall be fully insured.

with the Life Insurance Corporation against loss by fire, theft or accident.

(2) The insurance policy shall contain a clause (as in Form III appended to these rules) by which the Life Insurance Corporation agrees to pay to the Government, instead of the owner, any sums payable in respect of loss or damage to the motor car which is not made good by repair, reinstatement or replacement.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. S. Srinivasagopalan, Dy. Secretary (Finance).

Panaji, 5th March, 1968.

FORM I

(See rule 6)

Form of agreement to be executed at the time of drawing an advance for the purchase of a motor-car

An agreement made this ... day of ... one thousand nine hundred and ... between Shri ... Minister of the Union Territory of Goa, Daman and Diu (hereinafter called the Borrower, which expression shall include his legal representatives and assigns) of the one part and the President of India (hereinafter called the Government) of the other part.

Whereas the Borrower has under the Goa, Daman and Diu Ministers (Advances for Motor cars) Rules, 1967 applied to the Government for a loan of Rs. ... (Rupees ... only) for the purchase of a motor car and the Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

2. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. ... (Rupees ... only) paid by the Government to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Government.

- (1) to pay the Government the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided for by the said rules and hereby authorises the Government to make such deductions;
- (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan, to repay the difference to the Government forthwith; and
- (3) to execute a document hypothecating the said motor car to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rule.

And it is hereby lastly agreed and declared that if the motor car is not purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or relinquishes his office or otherwise ceases to be a Minister or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said Shri ... in the presence of ...

FORM II

(See rule 6)

Form of mortgage bond for motor vehicle advance

This indenture made this ... day of ... one thousand nine hundred and ... between ... (hereinafter called the Borrower, which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the President of India (hereinafter called the Government), which expression shall include his successors and assigns) of the other part.

Whereas the Borrower has applied for and has been granted an advance of Rupees ... to purchase a Motor Vehicle on the terms of the Goa, Daman and Diu Ministers (Advances for Motor-cars) Rules, 1967 (hereinafter referred to as «the said Rules») and whereas one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Motor Vehicle to the President as security for the amount lent to the Borrower and whereas the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor Vehicle particulars thereof are set out in the Schedule hereunder written:

Now this indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby convenant to pay to the President the sum of Rupees ... (Rupees ... only) aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rupees ... (Rupees ... only) each on the first day of every month and will pay interest on the sum for the time being remaining due and owing, calculated according to the said rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Government the Motor Vehicle the particulars whereof are set out in the Schedule hereunder written by way of security for the said advance and the interest thereon as required by the said rules;

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the President in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor Vehicle:

Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquish his office or otherwise cease to be a Minister or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree of judgment against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable;

And it is hereby agreed and declared that the President may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may, out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representatives:

Provided further that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the President, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle being sold the amount by which the net sale proceeds fall short of the amount owing;

And the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the President, he, the Borrower will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Accounts Officer concerned and will produce evidence to the satisfaction of the Accounts Officer that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the President is interested in the Policy and that the said Policy shall contain a clause as in Form III appended to the Goa, Daman and Diu Ministers (Advances for Motor cars) Rules, 1967.

And the Borrower hereby agrees that he will not permit or suffer the said vehicle to be destroyed or injured or to

deteriorate in a great degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor Vehicle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle

Maker's Name
Description
No. of cylinders
Engine number
Chassis number
Cost Price

In witness whereof the said (Borrower's name) and for and on behalf of the President have hereunto set their respective hands the day and year first above written.

Signed by the said in the present of

1. ...
2. ...

(Signature of Witnesses) (Signature and designation of the Borrower)

Signed by (name and designation)

for and on behalf of the President of India in the presence of

1. ...
2. ...

(Signature of Witnesses) (Signature and designation of the Officer)

Name and designation of the Borrower

FORM III

(See rule 9)

Form of the clause to be inserted in Insurance Policies

It is hereby declared and agreed that Shri ... (the owner of the Motor car hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the Car to the President of India hereinafter called the «Government», as security for advances for the purchase of Motor Car and it is further declared and agreed that the said Government are interested in moneys which but for this endorsement would be payable to the said Shri ... (the insured under his policy) in respect of the loss or damage to the said Motor Car (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Government as long as they are the mortgages of the Motor Car and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

Law and Judicial Department

Notification

L.D./N/70/67/68

In exercise of the powers conferred by Rule 1 (ii) of the Goa, Daman and Diu, Village Panchayat (Registration of Births and Deaths), Rules, 1966, and Rule 25 of the said rules, as amended by order no. LD/EST/74/67 of 26-8-67, I, the Registrar Ge-

neral of Births, Deaths and Mariages, hereby extend the aforesaid rules and all other legislation in this regard enacted ulteriorly, to the Taluka of Mormugao, and in consultation with the Director of Health Services, to the Hospital Escolar, Panaji of the Goa Medical College, and the Hospital of Ribandar, with effect from 1st April, 1968.

R. L. Segel, Registrar General Births, Deaths and Marriages.

Panaji, 18th March, 1968.

Legislative Assembly of Goa, Daman and Diu

Legislature Department

LA/1298/68

The following Act passed by the Legislative Assembly of Goa, Daman and Diu received the assent of the President of India on the 1st February, 1968, and is hereby published for general information.

Prisons (Goa, Daman and Diu Amendment) Act, 1968

(Act No. 5 of 1968) [1st February 1968]

An Act to amend the Prisons Act, 1894, in its application to the Union Territory of Goa, Daman and Diu to provide for the release of prisoners on parole and for certain matters connected therewith.

Be it enacted by the Legislative Assembly of Goa, Daman and Diu in the Eighteenth Year of the Republic of India as follows:—

1. Short title, extent and commencement. — (1) This Act may be called the Prisons (Goa, Daman and Diu Amendment) Act, 1967.

(2) It extends to the whole of the Union Territory of Goa, Daman and Diu.

(3) It shall come into force at once.

2. Insertions of new sections 58-A and 58-B. — After section 58 of the Prisons Act 1894 (Central Act IX of 1894) hereinafter referred to as the Principal Act, the following sections shall be inserted, namely:—

58-A. Release of prisoners on parole. — The State Government or any authority empowered by it may release a prisoner on parole or furlough in accordance with such rules as may be made in this behalf.

58-B. Surrender of prisoners on the expiry of the period of temporary release. — (i) Any prisoner released on parole or furlough shall surrender himself to the officer in charge of the prison from which he was released, on the expiry of the period of parole or furlough or at such earlier time as he may be directed by the State Government or any authority empowered by it in this behalf.

(ii) Any prisoner who does not surrender himself as required by sub-section (i) or fails to comply with any other conditions upon which he is released, may be arrested by any Police officer without a

warrant and shall be liable upon conviction to be punished with imprisonment of either description for a term which may extend to two years or to a fine which may extend to Rs. 1000/- or both.

3. Amendment of section 59.—In section 59 of the Principal Act after sub-section 28 the following sub-sections shall be inserted, namely:—

(29) for the release on parole or furlough and determining the conditions on which and the authority by which prisoners may be released on parole or furlough.

(30) All rules made under this section shall be laid on the table of the Legislative Assembly as soon as may be, after they are made and shall be subject to such modifications as the Assembly may make during the Session in which they are laid or the one immediately following.

Secretariat

R. L. SEGEL

Panaji,

Secretary to the Government of
Goa, Daman and Diu

March 16, 1968

LA/1273/68

The following Bill which was introduced in the Legislative Assembly of Goa, Daman and Diu on the 14th March, 1968, is hereby published for general information in pursuance of the provisions of rule 127 of the Rules of Procedure and Conduct of Business of the Legislative Assembly.

THE GOA, DAMAN AND DIU APPROPRIATION (VOTE ON ACCOUNT) BILL, 1968

(Bill No. 2 of 1968)

A Bill to provide for the withdrawal of certain sums from and out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu for the services of a part of the Financial Year 1968-69.

Be it enacted by the Legislative Assembly of Goa, Daman and Diu in the Nineteenth Year of the Republic of India as follows:—

1. Short title.—This Act may be called the Goa, Daman and Diu Appropriation (Vote on Account) Act, 1968.

2. Withdrawal of Rupees One Crore Eighty three lakhs fifty thousand and five hundred from and out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu for the financial year 1968-69.—From and out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu there may be withdrawn sums not exceeding those specified in column 3 of the Schedule amounting in the aggregate to the sum of Rupees One Crore Eighty three lakhs fifty thousand and five hundred towards defraying the several charges which will come in course of payment during the financial year, 1968-69.

3. Appropriation.—The sum authorised to be withdrawn from and out of the Consolidated Fund by this Act shall be appropriated for the services and purposes expressed in the Schedule in relation to the said year.

THE SCHEDULE

(See Sections 2 & 3)

No. of vote	Services and purposes	Sums not exceeding			Total
		Voted by Assembly	Charged on the Consolidated Fund of the Union Territory of Goa, Daman and Diu		
1	2	3			
		Rs.	Rs.	Rs.	
1.	Land Revenue ...	48,400	—	48,400	
2.	State Excise Duties ...	82,100	—	82,100	
3.	Taxes on Vehicles ...	25,000	—	25,000	
4.	Sales Tax ...	23,300	—	23,300	
5.	Other Taxes and Duties	28,800	—	28,800	
6.	Stamps ...	2,500	—	2,500	
7.	Registration Fees ...	34,500	—	34,500	
—	Interest on Debt and Other Obligations ...	—	5,53,100	5,53,100	
8.	Union Territory Legislature ...	37,700	2,500	40,200	
9.	General Administration	3,42,900	12,000	3,54,900	
10.	Administration of Justice ...	1,47,900	7,900	1,55,800	
11.	Jails ...	49,100	—	49,100	
12.	Police ...	4,96,300	—	4,96,300	
13.	Miscellaneous Departments ...	66,300	—	66,300	
14.	Scientific Departments	14,600	—	14,600	
15.	Education ...	17,41,800	—	17,41,800	
16.	Medical ...	7,71,600	—	7,71,600	
17.	Public Health ...	4,39,200	—	4,39,200	
18.	Agriculture ...	3,86,700	—	3,86,700	
19.	Animal Husbandry ...	1,49,700	—	1,49,700	
20.	Cooperation ...	49,200	—	49,200	
21.	Industries ...	91,100	—	91,100	
22.	Community Development Projects, National Extension Service and Local Development Works ...	1,29,700	—	1,29,700	
23.	Labour and Employment ...	13,600	—	13,600	
24.	Miscellaneous Social and Developmental Organisations ...	2,41,000	—	2,41,000	
25.	Irrigation, Navigation, Embankment and Drainage Works (Non-Commercial) ...	1,67,700	—	1,67,700	
26.	Electricity Schemes ...	5,16,700	—	5,16,700	
27.	Public Works ...	7,54,200	—	7,54,200	
28.	Capital Outlay on Public Works (within the Revenue Account) ...	3,74,200	—	3,74,200	
29.	Ports and Pilotage ...	50,200	—	50,200	
30.	Road and Water Transport Schemes ...	1,55,600	—	1,55,600	
31.	Pensions and Other Retirement Benefits ...	3,38,800	—	3,38,800	
32.	Stationery and Printing	1,32,400	—	1,32,400	
33.	Forest ...	84,700	—	84,700	
34.	Miscellaneous ...	6,57,400	—	6,57,400	

1	2	3		
		Rs.	Rs.	Rs.
35. Other Miscellaneous Compensations and Assignments ...		9,200	—	9,200
36. Capital Outlay on Im- provement of Public Health ...		6,25,000	—	6,25,000
37. Capital Outlay on Schemes of Agricultural Improvement and Re- search ...		2,08,300	—	2,08,300
38. Capital Outlay on In- dustrial and Economic Development ...		2,12,700	—	2,12,700
39. Capital Outlay on Irri- gation, Navigation, Embankment and Drainage Works (Non-Commercial) ...		3,33,300	—	3,33,300
40. Capital Outlay on Elec- tricity Schemes ...		14,42,300	—	14,42,300
41. Capital Outlay on Pub- lic Works ...		16,32,800	—	16,32,800
42. Capital Outlay on Other Works ...		1,93,800	—	1,93,800
43. Capital Outlay on Ports		2,33,300	—	2,33,300
44. Capital Outlay on Road and Water Transport Schemes ...		33,300	—	33,300
45. Capital Outlay on Fo- rests ...		1,62,500	—	1,62,500
46. Capital Outlay on Schemes of Government Trading ...		34,36,300	—	34,36,300
— Public Debt ...		—	1,18,000	1,18,000
47. Loans and Advances ...		4,89,300	—	4,89,300
GRAND TOTAL ...		1,76,57,000	6,93,500	1,83,50,500

Financial Memorandum

Provision is made in this Bill to appropriate for certain services and purposes expressed in the Schedule during the Financial Year, 1968-69 a sum of Rs. 1,83,50,500, pending discussions and voting of the Demands for Grants for the year 1968-69 by the Legislative Assembly. The amount mentioned above consists of Rs. 92,29,600 on Revenue Account, Rs. 85,13,600 on Capital Account and Rs. 6,07,300 towards Public Debt.

Statement of Objects and Reasons

This Bill is introduced in pursuance of Section 31 (1) read with Section 29(1) of the Government of Union Territories Act, 1963, to provide for the appropriation out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu of the monies required to meet the expenditure charged on the Consolidated Fund and the grants made in advance by the Goa, Daman and Diu Legislative Assembly in respect of the estimated expenditure of the Government of Goa, Daman and Diu for one month i.e., for the month of April, 1968.

The Administrator has, in pursuance of Sub-Section (1) of Section 23 of the Government of Union

Territories Act, 1963 recommended to the Legislative Assembly the introduction and consideration of the Bill.

Panaji, DAYANAND B. BANDODKAR
14th March, 1968. Chief Minister

ASSEMBLY HALL R. L. SEGEL
Panaji, Secretary to the Legislative Assembly
14th March, 1968. of Goa, Daman and Diu.

Labour and Information Department

Notification

I & L/1480/68/737

Notifications No. 19-PG (55)/67-III and No. 19-PG (55)/67-IV dated 23-2-1968 issued by the Ministry of Transport and Shipping (Transport Wing) Government of India, New Delhi, are hereby re-published for information of the general public.

S. R. Shinde, Under Secretary, Industries and Labour Department.

Panaji, 8th March, 1968.

GOVERNMENT OF INDIA

MINISTRY OF TRANSPORT AND SHIPPING

(Transport Wing)

Notification

Ports

New Delhi, the 23rd February, 1968

G. S. R.—In pursuance of the provisions of clause (d) of sub-section (1) of section 3 of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Transport and Aviation, Department of Transport, Shipping and Tourism (Transport Wing) No. G. S. R. 398, dated the 8th March, 1966, namely:—

In the Table below the said notification, for the entry "All India Sailing Vessels Industries Association" occurring in the first column, the entry "Federation of All India Sailing Vessels Industry Associations" shall be substituted.

[No. 19-PG(55)/67-III]

K. L. GUPTA

Under Secretary to the Government of India.

Notification

Ports

New Delhi, the 23rd February, 1968

G. S. R.—In pursuance of the provisions of sub-section (4) of section 3 of the Major Port Trusts

Act, 1963 (38 of 1963), the Central Government hereby specifies the 25th day of March, 1968 as the period within which election by the Federation of All India Sailing Vessels Industry Associations in respect of the Board of Trustees for the ports of Cochin and Mormugao under clause (d) of sub-section (1) of section 3 of the said Act shall be held.

[No. 19-PG(55)/67-IV]

K. L. GUPTA

Under Secretary to the Government of India.

Mormugao Port Trust

Notification

MPT/IGA(E.806)/68

As required under Section 124(2) of the Major Port Trusts Act, 1963, the following amendments to the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965 and the Mormugao Port Employees' (General Provident Fund) Regulations, 1964, adopted by the Board of Trustees are hereby published:

(I) Substitute the following for sub-regulation (3) under Regulation No. 17 and re-number the existing sub-regulation (3) as sub-regulation (4) in the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965:—

«(3) A subscriber who has been permitted under clause (d), clause (e) or clause (f) of regulation 16 to withdraw money from the amount of subscription together with interest thereon standing to his credit in the fund shall not part with the possession of the house so built or acquired or house-site so purchased, by way of sale, mortgage, gift, exchange, or lease for a term exceeding three years, without the previous permission of the sanctioning authority. He shall submit a declaration in the form set forth in the second schedule not later than the 31st day of December of every year to the effect that the house or as the case may be, the house-site continues to be in his possession but stands mortgaged to the Board and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf the original sale deed and other documents on which his title to the property is based.

If at any time before retirement, he parts with the possession of the house or house-site without obtaining previous permission of the sanctioning authority, the sum withdrawn by him shall forthwith be repaid by the subscriber to the Fund in one lumpsum together with interest thereon at the rate determined under regulation 12 and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments, as may be determined by such sanctioning authority».

(II) Add the following as second schedule to the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965:—

«Second Schedule (see regulation 17(3))».

I do hereby certify that the house/house-site for the construction of which or for the acquisition of which, I have taken a final withdrawal from the Provident Fund, continues to be in my possession but stands mortgaged to the Board.

Date and Place:

Signature of the employee.

Address ... ».

(III) Substitute the following as sub-regulation (3) under regulation 17 and re-number the existing sub-regulation (3) as sub-regulation (4) in the Mormugao Port Employees' (General Provident Fund) Regulations, 1964:—

«(3) A subscriber who has been permitted under clause (d), clause (e) or clause (f) of regulation 16 to withdraw money from the amount standing to his credit in the Fund shall not part with the possession of the house so built or acquired or house-site so purchased, by way of sale, mortgage, gift, exchange, or lease for a term exceeding three years, without the previous permission of the sanctioning authority. He shall submit a declaration in the form set forth in the second schedule not later than 31st day of December of every year to the effect that the house or as the case may be house-site continues to be in his possession but stands mortgaged to the Board and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based.

If at any time before retirement, he parts with the possession of the house or house-site without obtaining the previous permission of the sanctioning authority the sum withdrawn by him shall forthwith be repaid by the subscriber to the Fund in one lumpsum together with interest thereon at the rate determined under regulation 11 and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments, as may be determined by such sanctioning authority».

(IV) Add the following as second schedule to the Mormugao Port Employees' (General Provident Fund) Regulations 1964:—

«Second Schedule (see regulation 17(3))».

I do hereby certify that the house/house-site for the construction of which or for the acquisition of which, I have taken a final withdrawal from the Provident Fund, continues to be in my possession but stands mortgaged to the Board.

Date and place:

Signature of the employee.

Address ... ».

By order

Shivakumar Dhindaw
Secretary

Mormugao, 28th February, 1968.

(2nd. time)

Public Health Department

Notification

ILD/HS/2326/66

In exercise of the powers conferred by clause 2 of the Goa, Daman and Diu (Administration) Removal of Difficulties Order, 1962, and all other powers enabling him in this behalf, the Adminis-

trator of Goa, Daman and Diu is hereby pleased to repeal Portaria No. 5.444 published in the Government Gazette Series I, no. 11 dated 13-3-1952, with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary (Health).

Panaji, 12th March, 1968.